IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

Long Holdings, Inc.; Bay Shore Enterprises, LLC; Burgess 7, LLC; Charles Ruma; CK Investments, LLC; D and D Air Partners; Ensco, Inc.; Michael Bloch; Richard J. Lehmann; Morrison Creek, LLC; Sunchaser Capital; and Texas Crude Energy, LLC, Plaintiffs, vs. Global Aerospace, Inc., Steven F. Santo, and Stephen Wagman, Defendants.	Civil Action No.: 2:14-cv-01930-DCN **ANSWER** **JURY TRIAL DEMANDED**

Defendant Steven F. Santo, answering the Complaint of the Plaintiffs, allege the following:

FIRST DEFENSE

1. Defendant denies each and every allegation of the Complaint, except those allegations that are specifically admitted herein.
2. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1 and therefore denies same.
3. Defendant admits, upon information and belief, the allegations of paragraphs 2 and 3.
4. Defendant denies the allegations of paragraphs 4, 5 and 6.
5. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 7, 8, and 9 and therefore denies same.
6. Defendant admits the allegations of paragraph 10.

7. Answering the allegations of paragraph 11, Defendant states that he was previously the CEO of Avantair but no longer holds this position.
8. Defendant denies the allegations of paragraphs 12 and13.
9. Answering the allegations of paragraph 14, Defendant states that Avantair is a Delaware Corporation with its principal place of business in Florida and that Avantair insured aircraft with Global Aerospace.
10. Answering the allegations of paragraph 15, Defendant states that he is without sufficient information or knowledge to form a belief as to the truth of the allegation that each of he Plaintiffs signed "similar written agreements with Avantair" and therefore denies same.
11. Answering the allegations of paragraphs 16 and 17 Defendant incorporates the language of the Policy and denies any allegations that are inconsistent therewith.
12. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18 and therefore denies same.
13. Defendant denies the allegations of paragraph 19, 20, 21, 22, 23, 24 and 25.
14. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 26, 27, 28, 29, 30, 31, 32, 33, and 34 and therefore denies same.
15. Defendant denies the allegations of paragraphs 35, 36 and 37.
16. Defendant realleges his responses to paragraphs 1 through 37 in response to the allegations of paragraph 38.
17. Defendant denies the allegations of paragraph 39.
18. Defendant re-alleges his responses to paragraphs 1 through 39 in response to the allegations of paragraph 40.

19. Defendant admits the allegations of paragraph 41.
20. Answering the allegations of paragraphs 42 and 43 Defendant incorporates the language of the Policy and denies any allegations that are inconsistent therewith.
21. Defendant admits the allegations of paragraph 44 and 45.
22. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 46, 47 and 48 and therefore denies same.
23. Defendant re-alleges his responses to paragraphs 1 through 48 in response to the allegations of paragraph 49.
24. Answering the allegations of paragraphs 50 and 51 Defendant incorporates the language of the Policy and denies any allegations that are inconsistent therewith.
25. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 52, 53, 54, 55 and 56 and therefore denies same.
26. Defendant re-alleges his responses to paragraphs 1 through 56 in response to the allegations of paragraph 57.
27. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraphs 58, 59, 60 and 61and therefore denies same.
28. Defendant re-alleges his responses to paragraphs 1 through 61 in response to the allegations of paragraph 62.
29. Defendant denies the allegations of paragraphs 63, 64, 65 and 66.
30. Defendant re-alleges his responses to paragraphs 1 through 66 in response to the allegations of paragraph 67.
31. Defendant denies the allegations of paragraphs 68, 69, 70, 71 and 72.

32. Defendant re-alleges his responses to paragraphs 1 through 72 in response to the allegations of paragraph 73.

33. Defendant denies the allegations of paragraph 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89 and 90.

34. Defendant re-alleges his responses to paragraphs 1 through 90 in response to the allegations of paragraph 91.

35. Defendant denies the allegations of paragraphs 92, 93, 94, 95, 96 and 97.

36. Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 98 and therefore denies same.

37. Defendant denies the allegations of paragraphs 99, 100, and 101.

SECOND DEFENSE

38. Defendant is not subject to personal jurisdiction in the State of South Carolina.

THIRD DEFENSE

39. Venue is not proper in this District.

FOURTH DEFENSE

40. Defendant is not liable for the acts and omissions of Avantair, Inc., a corporation, or the acts and omissions of any employee or agent of Avantair, Inc.

FIFTH DEFENSE

41. Plaintiffs' claims are barred by the doctrines of res judicata and collateral estoppel as a result of the bankruptcy proceedings involving Avantair, Inc.

SIXTH DEFENSE

42. Avantair is an indispensable party under Rule 19, Fed Rules Civ. P. and therefore this action must be dismissed.

SEVENTH DEFENSE

43. Plaintiffs have failed to plead the allegations of fraud with specificity as required under Rule 9(b), Fed. Rules Civ. P.

EIGHTH DEFENSE

44. Plaintiffs' Complaint, in whole and in part, fails to state a claim upon which relief can be granted and therefore must be dismissed under Rule 12(b)(6), Fed. Rules Civ. P.

WHEREFORE, having answered the Complaint of the Plaintiffs, Defendant respectfully requests the Court to dismiss the Complaint or otherwise enter judgment for the Defendant, award Defendant his costs incurred in defending this action, including attorneys' fees under the South Carolina Frivolous Proceedings Act, and for such other and further relief as the Court deems just and proper.

DEFENDANT DEMANDS A JURY TRIAL

Respectfully submitted,

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